



STATE OF TENNESSEE  
DIVISION OF TENNCARE

## REQUEST FOR PROPOSALS # 31865-00636 AMENDMENT # 2 FOR DENTAL BENEFITS MANAGER

DATE: March 1, 2024

RFP # 31865-00636 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 3, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	January 8, 2024
3. Pre-response Conference	2:00 p.m.	January 11, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 12, 2024
5. Written "Questions & Comments" Deadline and Organizational Conflict of Interest Disclosure Deadline	2:00 p.m.	January 24, 2024
6. State Response to Written "Questions & Comments"		March 1, 2024
7. Response Deadline	2:00 p.m.	March 22, 2024
8. State Schedules Respondent Oral Presentation		April 1, 2024
9. Respondent Oral Presentation	8:00 a.m. – 4:30 p.m.	April 10-12, 2024
10. State Completion of Technical Response Evaluations		May 3, 2024
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		May 20, 2024
12. End of Open File Period		May 28, 2024
13. State sends contract to Contractor for signature		June 11, 2024
14. Contractor Signature Deadline		June 18, 2024

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

No.	RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
1.	A.12.1.2.9. Network Adequacy		<p>As stated in the contract, the Contractor shall consider the following when establishing its networks - the geographic location of providers and TennCare and CoverKids enrollees, considering distance, travel time, the means of transportation ordinarily used by TennCare and CoverKids enrollees, and whether the location provides physical access for TennCare and CoverKids enrollees with disabilities.</p> <p>We have found data on Medicaid enrollees broken down by county on the State of Tennessee website, but to provide uniform data analysis regarding network adequacy across new bidders and the incumbent, can the State of Tennessee provide data on the count of enrollees by DBM Program by zip code? For example, the count of TennCare Adult enrollees that reside within zip code 37013.</p>	<p>Please see applicable enrollee data included in revised Procurement Library as follows:</p> <ul style="list-style-type: none"> <li>• <i>“RFP AMD #2 Member Counts by Zip Code”</i></li> </ul>
2.	A.12.1.2.6. - Fees		<p>Does the State of Tennessee hold MCOs to minimum dental fee requirements / minimum fee schedule? If so, where is that information available (outside of ECF CHOICES and 1915(c) DBM program)?</p>	<p>The Contractor will be paid a capitated amount for administering the following programs: TennCare Children’s DBM Program, TennCare Adult DBM Program and the CoverKids DBM Program. There will be no minimum or maximum rates dictated by the State for the programs mentioned above. Since the Contractor is at full risk, they will negotiate rates with individual providers at a level sufficient to build adequate provider networks. If networks are in insufficient numbers and geographical disbursement of providers in order to satisfy the requirements outlined in the Access and Availability to Care sections of this Contract, LDs will be assessed by the State as described in the Contract.</p>
3.	3.2.2 - Response Requirements		<p>Are Respondents required to provide both a digital media AND email submission or are Respondents able to select one method?</p>	<p>Respondents are to select one of the two methods of delivery included in RFP Section 3.2 – Response Delivery</p> <p>As an option to email submission, a respondent may contact the Solicitation</p>

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				Coordinator to provide a temporary cloud link to upload the proposal. An email requesting a drop box type link will need to be sent by the Respondents identified contact to the Solicitation Coordinator no later than twenty-four (24) hours prior to the Response Deadline to ensure delivery is on time and in alignment with RFP Schedule of Events and RFP Section 1.9.
4.	A.17.7 - Appeals & Grievances		Does the enrollee's treating provider also require written consent from the member to file a grievance or state fair hearing request or is the treating provider considered an authorized representative without the enrollee's written consent?	The enrollee's treating provider may assist an enrollee with filing an appeal or may file an appeal on the member's behalf. If the provider files the appeal, the member must provide written and signed authorization or call the TMMMA Call Center to provide member authorization.
5.	6.2 - Technical Response & Evaluation Guide		Is there a limit to the number or type of attachments that can be submitted as part of the bid? How will attachments be scored? Must they be specifically tied to the questions posed by the RFP?	As stated in Attachment 6.2 Section C, Attachments may be excluded from the 75-page limit for the response to Section C. Per RFP Section 3.1.1.3, attachments must be relative to the question(s) content for Sections A, B or, C and specifically tied to each question All content included in the Technical Response will be subject to scoring, including Attachment Content. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
6.	6.2 Section C - Technical Response & Evaluation Guide		The scoring calculation for Section C appears to be split between two pages (pages 28 and 29). Can the State of Tennessee please clarify the Section C scoring calculation and provide a sample scoring sheet? Also, can the State of Tennessee confirm that the page break between C.5. has the same evaluation factor from page 26 to page 27 (12) and that C.7. has same evaluation factor from page 27 to page 28 (8)."	Attachment 6.2 Section C is the scoring sheet that will be utilized by Evaluators for scoring responses.  C.5. does break over pages 26 and 27 of Attachment 6.2 Section C the applicable evaluation factor for C.5 is (12) and C.7. also breaks over pages 27 and 28 and the applicable evaluation factor for C.7 is (8).
7.	RFP Attachment 6.2 - Section A	18	The instructions for A.2 indicate the Respondent should provide a statement of whether the Respondent or any individual or subcontractor who shall cause to deliver goods or perform services under the contract has a possible conflict of interest. Does this include an Organizational Conflict of Interest as defined in Section 1.4.4.1 of the RFP?	Respondents are required to submit potential conflicts of interests, including Organizational Conflict of Interest, per RFP Section 1.4.4.1 and the RFP Schedule of Events.  RFP Section A.2. further requires a statement from a Respondent, individual, or subcontractor with a possible conflict of interest at the time of the Response deadline.  In accordance with RFP Section 1.4.4.3., Respondents are required to disclose the existence of OCIs that are

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				known or discovered at any time during the procurement process.
8.	RFP Attachment 6.2 - Section A	18	The instructions for Section A: Mandatory Requirements state "The Respondent should NOT exceed 15 pages in addressing items detailed below in Section A - Mandatory Requirement Items." Please confirm that attachments are not included in these 15 pages. Financial statements, credit reports, and other required documentation in Section A will require more than 15 pages to be responsive.	Financial reports may be excluded from the 15-page limit for the response to A.4 and A.5.
9.	Section 3 Response Requirements Section 3.2 Response Delivery	8 - 9	Does the state require both a mailed, physical flash drive <u>AND</u> an email submission?	Please see response to Question #3 above.
10.	Section 3 Response Requirements Section 3.2 Response Delivery	8 - 9	Is the state requiring a hard copy of the submission to be included with the flash drive?	A hard copy of the response is not required if the respondent chooses to make its submission via email.
11.	Section 3 Response Requirements Section 3.2 Response Delivery	8 - 9	If a hard copy is required, please provide guidance around the submission requirements.	Please see response to Question #10 above.
12.	Section 3 Response Requirements Section 3.2 Response Delivery	9	Section 3.2.3 states that "For email submissions, the Technical Response document must be dispatched to the Solicitation Coordinator in separate e-mail messages." Would the state please clarify which document(s) should be included in each separate email message? If the Respondent is submitting an email submission, should the Respondent also provide (1) digital copy of the Technical Response and (1) digital redacted copy of the Technical Response as with the Digital Media Submission requirements?	Both the unredacted and redacted copies of the Technical Response may be submitted in a single email with the file name for the redacted copy labeled "REDACTED." If multiple emails are required to meet the 25mb size limitation, then multiple emails may be submitted within the 25mb size limits or the Respondent may utilize the option provided in response to question #3 above.
13.	Section 3 Response Requirements Section 3.2 Response Delivery	9	For email submissions, would the state please provide any file size limitations?	The size limitation for email attachments is 25MB.  The Respondent may submit multiple emails broken out into the acceptable email file size limits or utilize the option provided in response to question #3 above.
14.	RFP Attachment 6.2 - Section C	25	With regard to question C.1. and subparts C.1.a., C.1.d. and C.1.g., is the word "transition" being used interchangeably with "implementation?"	The transition period refers to the readiness period. The implementation/go-live date is scheduled for 7.1.25. The readiness/transition period is the year long period prior to the go-live date.

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15.	RFP Attachment 6.2 - Section C	25	To foster competition and allow opportunity for non-incumbents to develop a network, will the state accept Letters of Intent (LOIs) to demonstrate the DBM's interest and reduce provider burden to initiate contracting upon our contract award?	<p>No, LOI will not be accepted. Per Pro Forma Section A.4.1.1.1, the awarded DBM will have one year of readiness to fully build the provider networks. The Provider Enrollment File (PEF) process will be used to demonstrate that network adequacy exists by the program go-live date.</p> <p>The following Dental Network Access Readiness Benchmarking will be used when verifying provider network adequacy:  180 days prior to service delivery go live – 50% network access standards are met.  90 days prior to service delivery go live – 75% network access standards met.  30 days prior to service delivery go live – 90% network access standards met.  At service delivery go live – Dental network access standards to be 100% met. Utilizing the Provider Enrollment File.  Definition of In-Network Provider – signed executed Provider Agreement with a fully credentialed provider to participate in the Contractor's network as a contract provider.</p>
16.	RFP Attachment 6.2 - Section C	26	Question C.3. states "Describe what steps the Respondent must take to comply with TennCare's benefit authorization and Enrollee Appeal processes in each of the following scenarios:" Would the state please clarify if "or" should have been used instead of "and"?	"and" is the correct word.
17.	RFP Attachment 6.2 - Section C	27	Question C.7. states "After delivery from the State of the base line TennCare member population, the Contractor must be prepared to receive and load daily 834 files which will contain new members and changes as applicable for the base line population with future eligibility begin dates, as required in Pro Forma Contract Section A.4.2.1.3." Is it the intention of the State that the daily enrollment file will overwrite the prior 834 file load with all applicable changes to member information?	Yes. The daily 834 files contain new members assigned to the MCOs as well as updates to previous member information. The daily file is not a full file replacement.
18.	RFP Attachment 6.2 - Section C	28	Question C.7. states "On and after the TennCare Programs Go-Live, the Contractor must be prepared to receive and load daily 834 files which will include new members whose eligibility begin dates could be prior to the TennCare	The DBM will be responsible for coverage of services/claims for members enrolled on/after the contract go-live date with retroactive eligibility prior to the contract effective date.

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			<p>Programs Go-Live date." Could the State please clarify this requirement as to the status of the members with earlier eligibility begin dates prior to Go-Live and is it the expectation that historic eligibility dates are separate from coverage effective dates, and this isn't referring to a member with retroactive eligibility?</p>	
19.	<p>RFP Attachment 6.2 - Section B &amp; RFP Attachment 6.4 Reference Questionnaire</p>	<p>22 - 23 &amp; 31 - 34</p>	<p>Would the state please clarify how references may return Attachment 6.4 Reference Questionnaire to the state? Are both physical mail and email options? Question B.17 only mentions physical, mailed submissions while the actual Reference Questionnaire mentions both mail and email. How should the Respondent return reference questionnaires if the Respondent plans to submit via electronic submission only?</p>	<p>In order to obtain and submit the completed reference questionnaires following one of the two processes must be utilized, written or email in accordance with RFP Attachment 6.4.</p> <p>The preferred method is that references be emailed to the Solicitation coordinator – <a href="mailto:Donovan.Morgan2@tn.gov">Donovan.Morgan2@tn.gov</a>.</p> <p>RFP Attachment 6.2 – Section B is deleted in its entirety and replaced with revised RFP Attachment 6.2 – Section B. Please see item #5 below.</p>
20.	<p>RFP Attachment 6.6 - Pro Forma Contract</p>	<p>39</p>	<p>With regard to Section A.4.2.1.1. within the Pro Forma Contract, is "transition team" to be interpreted as "implementation team?"</p>	<p>The transition team is the Contractor's team that will ensure that the Contractor is ready to implement the scope of services within the Contract at the go-live date.</p>
21.	<p>RFP Attachment 6.6 - Pro Forma Contract</p>	<p>139</p>	<p>Pro Forma Contract, Section A.17.18.2. states that "CoverKids enrollees shall have the right to file appeals regarding adverse benefit determinations taken by the Contractor. For purposes of this requirement, appeal shall mean a member's right to contest any denied claim." Just to confirm our understanding, the State intends to delegate full processing of appeals to the Contractor for the CoverKids benefit program, however, the State will process appeals using their internal process for reconsideration/SFH for other TennCare programs, pursuant to Pro Forma Contract, Section A.17.2.1., in part, that "... enrollees will not be required to exhaust an appeal with the Contractor before requesting a SFH to contest Contractor's proposed adverse benefit determination." Please confirm.</p>	<p>CoverKids dental appeals will be processed by TennCare without appealing first through the DBM.</p>
22.	<p>RFP Attachment 6.6 - Pro Forma Contract A.3 General</p>	<p>37 - 38 &amp; 169 - 182</p>	<p>Can TennCare provide 2022 and 2023 actual or estimated (if final data are not available) experience data for the populations and</p>	<p>Please see the following two documents included in the revised Procurement Library as follows:</p>

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	Requirements C. Payment Terms and Conditions		programs included under the scope of this contract? This information is helpful to non-incumbents in understanding the current utilization and cost trends in the program.	<ul style="list-style-type: none"> <li>• "RFP AMD #2 CY25 Adult Dental Supplemental Reports (02.09.2024)"</li> <li>• "RFP AMD #2 CY25 Children's Dental Supplemental Reports (02.14.2024)"</li> </ul> <p>These provide overall data for the program. All data will be updated before final rates are set. The current children's data is for a non-risk ASO program and are not fully loaded capitation rates.</p>
23.	RFP Attachment 6.6 - Pro Forma Contract A.3 General Requirements C. Payment Terms and Conditions	37 - 38 & 169 - 182	Can TennCare provide the rate setting methodology used by its actuary in determining the rate ranges included in the Pro Forma Contract, Section C?	The rate setting methodology will follow the standards set forth in 42 CFR 438.4. Final rates will not include a range. Ranges were added to the RFP to give a general understanding of where each rate may fall. All data elements will be updated prior to any final rate setting.
24.	RFP Attachment 6.2 - Section A	37 - 38 & 169 - 182	Please describe the process TennCare will use to finalize the rates for year 1 of the contract (given that Pro Forma Contract, Section C provides minimum and maximum rates for each of the child population groups). Specifically, what will be the process and timing for determining where the final rates are set within this range? Will bidders have an opportunity to comment on this process as part of finalizing the rates?	TennCare will utilize a similar process to our medical capitation rate setting. This will include data on the following items: Claims data for each rate cell, utilization and cost trend data, administration cost data, and other relevant cost adjustments as deemed necessary to set actuarial sound rates in accordance with 42 CFR 438.4. A final rate will be set. Rate ranges were provided to give bidders an estimated range of where final capitation rates may fall. All data elements will be updated for final rates. The contractor will have an opportunity for comments and feedback during the rate setting process.
25.	3.6 NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.	10	<p>This language conflicts with Section 1.1.2, which states "There is no cost proposal associated to this procurement. Rates are set by TennCare's actuary."</p> <p>Please confirm that that Respondents shall not to submit a pricing proposal.</p>	Respondents are not required to submit a Cost Proposal in response to this RFP. Please see item #3 below.
26.	5.1 Evaluation Categories & Maximum Points The State will consider qualifications, experience, technical approach in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.	14	<p>The language in 5.1 conflicts with the total number of points available according to the grid in Attachment 6.2, Section C. The total number of points for Section C items 1-10 adds up to 100.</p> <p>Please confirm if Section C is worth 80 or 100 points.</p>	Section C total score is 80 points. The sum of the Evaluation Factors are not representative of the total score for Section C.

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	Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C) lists 80 points maximum			
27.	N/A - general question	N/A	Please confirm the state intends to select only one DBM for this contract.	Yes, only one DBM will be selected for this RFP.
28.	1. 3.2.2.2 E-mail Submission	9	What are the file size limitations for the solicitation coordinator to receive the required email responses?	Please see responses to Questions 3 and 13 above.
29.	N/A - general question	N/A	Are electronic signatures acceptable for applicable documents the Respondent is required to submit with its response?	Yes, electronic signatures are an acceptable form for applicable documents.
30.	B.15 (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);	21-22	To ensure an equitable evaluation process, please provide a dollar amount for the estimated contract value that all Respondents should use to calculate their percentage.	Current Contract expenditures through January 2024 are \$52,393,926.21. TennCare does not have an exact dollar amount estimated for the subsequent contract resulting from this RFP.
31.	Question C.1 includes a sub-question to be addressed: (g) How often does Respondent anticipate updating the transition plan?	25/128	C.1 is about implementation and the Contract requires a Project Plan here not a Transition Plan. A Transition Plan is required in the Contract at A.15.2.12 and is specific to transition upon termination. Can the State clarify whether C.1 (g) is asking about how often the Contractor will update the Project Plan, or is it really wanting to know about the	For purposes of this question, transition plan, project plan, and readiness and implementation plan are used interchangeably.



No.	RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			Transition Plan here? Or something else?	
32.	<p>B.9 Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>	22	Please confirm that an opinion letter is only needed for "material" litigations that must be disclosed as described.	Confirmed. Opinion letters are only needed for material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition.
33.	<p>B.9 Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the</p>	22	Please confirm that in the event a Respondent elects to disclose a non-material litigation (in an effort to be transparent) that need not be disclosed at all, that no opinion letter is required for such litigation.	See response to question #32.

No.	RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
	opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.			
34.	A.5 Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	21	Please confirm it is acceptable for Respondents who do not subscribe to a credit bureau or agency to provide an official letter or document from an accredited credit bureau for the Respondent's <u>parent entity</u> to satisfy this requirement.	Yes, it is common for a standard credit bureau or credit report to reference the subsidiaries and parent organization.  Please see Item 4 below for revision to RFP Section A - Mandatory Requirement Items.

3. **Delete RFP Section 3.6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

**3.6 Additional Services** If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services.

4. **Delete RFP Attachment 6.2—Section A in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. The Respondent should NOT exceed 15 pages in addressing items detailed below in Section A – Mandatory Requirement Items. The table of contents shall be excluded from the page limit.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response must be packaged separately as required (refer to RFP Section 3.2., et. seq.).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual or subcontractor who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. This shall be inclusive of any proposed subcontractor(s) that hold current effective Contracts with the State of Tennessee.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.3.</b>	Provide a current bank reference unequivocally indicating the current standing of the Respondent's business relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide an official document or letter indicating the Respondent's financial standing. Respondent's may submit one of the following four options:  1. Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive).  2. Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.  3. Provide a consolidated current financial statement for the parent company of Respondent, if applicable.  4. Provide a financial guaranty from the parent company, if applicable.	
	<b>A.5.</b>	Provide written attestation that the Respondent does attest, certify, warrant, and assure that the Contractor shall not knowingly employ, in the performance of this Contract, employees who have been excluded from participation in the Medicare and/or Medicaid programs pursuant to Sections 1128 of the Social Security Act.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

5. Delete RFP Attachment 6.2—Section B in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

**RFP ATTACHMENT 6.2. — SECTION B**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B – General Qualifications & Experience Items. The Respondent should NOT exceed 35 pages in addressing items detailed below in Section B – General Qualifications & Experience Items. The table of contents and resumes shall be excluded from the page limit.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	<b>B.14.</b>	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods, each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	<b>B.15.</b>	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b> );

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent, including any proposed subcontractors, has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) has within the past five (5) years been debarred, suspended, had regulatory action, sanction, proposal for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency, including both monetary and non-monetary sanctions imposed by any federal or state regulatory entity. If so, identify and describe any letter of deficiency and/or any overview of findings issued by, as well as any corrective actions requested or required by, any federal or state regulatory entity within the last five (5) years that relate to Medicaid or CHIP contracts;</p> <p>(b) has within the past three (3) years, been convicted of, indicted, criminally or civilly charged, or had a civil judgment rendered against the contracting party, including parent or subsidiary company, from commission of fraud (Medicaid- or Non-Medicaid-related), or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		above in (a) or (b), Medicaid- or Non-Medicaid-related, including a parent or subsidiary company; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default; and  (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	<b>B.18.</b>	Respondent shall describe how its background and experience will enable it to comply with the applicable federal and state civil rights laws. These laws prohibit discrimination based on a person's race, color, national origin, sex, age, religious, disability, or other status protected under federal and state laws. For example, describe Respondent's ability to ensure that network providers provide physical access, reasonable accommodations, and accessible equipment to TennCare members with physical or mental disabilities and provide language and communication assistance services to individuals who do not speak English or to individuals with disabilities.
		<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 20)
State Use – Evaluator Identification:		

**6. Delete Pro Forma Section A.17.13.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

A.17.3.3 Proof of Compliance with TennCare Directive. After authorizing provision of, or reimbursement for, the contested benefit, the Contractor shall take measures to ensure that enrollee actually receives the now-authorized benefit. **The Contractor must provide TennCare with evidence substantiating Contractor's compliance with the TennCare Directive in accordance with a time frame provided in writing by TennCare.**

**7. Delete Pro Forma Attachment B in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

**ATTACHMENT B**

**LIQUIDATED DAMAGES**

In the event of a Contract performance or compliance failure by Contractor and such Contract performance or compliance failure is not included in the following table with an associated Liquidated Damage amount, the parties hereby agree that the State may choose one of the following courses of action in order to obtain redressability for such Contract performance or compliance failure: (1) the State may assess actual



damages resulting from the Contract performance or compliance failure against the Contractor in the event that such actual damages are known or are reasonably ascertainable at the time of discovery of such Contract performance or compliance failure or (2) if such actual damages are unknown or are not reasonably ascertainable at the time of discovery of the Contract performance or compliance failure, the State may (a) require the Contractor to submit a corrective action plan to address any such Contract performance or compliance failure and (b) assess liquidated damages against Contractor for an amount that is reasonable in relation to the Contract performance or compliance failure as measured at the time of discovery of the Contract performance or compliance failure. In the event that the State chooses to assess a Liquidated Damage for a Contract performance or compliance failure according to the immediately preceding sentence, in no event shall such Liquidated Damage be in excess of \$1,000 for any single Contract performance or compliance failure.

TennCare may elect to apply the following liquidated damages remedies in the event the Contractor fails to perform its obligations under this Contract in a proper and/or timely manner. Upon determination by TennCare that the Contractor has failed to meet any of the requirements of this Contract in a proper and/or timely manner, TennCare will notify the Contractor in writing of the performance or compliance failure and of the potential liquidated damages to be assessed. Should the performance or compliance failure remain uncorrected for more than thirty (30) calendar days from the date of the original notification of the performance or compliance failure by TennCare, TennCare may impose an additional liquidated damage of Five Hundred Dollars (\$500) per day from the date of the original notification to Contractor until said performance or compliance failure is resolved.

All liquidated damages remedies set forth in the following table may, at TennCare's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract as set forth in the notice of performance or compliance failure from TennCare and may continue until such time as the TennCare Deputy Commissioner, or the Deputy Commissioner's representative, determines the performance or compliance failure has been cured.

If liquidated damages are assessed, TennCare shall reduce the amount of any payment due to the Contractor in the next invoice by the amount of damages. In the event that damages exceed the amount TennCare is to pay to Contractor in a given payment, TennCare shall invoice Contractor for the amount exceeding the amount payable to Contractor, and such excess amount shall be paid by Contractor within thirty (30) calendar days of the invoice date. In situations where the Contractor wishes to dispute any liquidated damages assessed by TennCare, the Contractor must submit a written notice of dispute, including the reasons for disputing the liquidated damages, to the TennCare Deputy Commissioner or the Deputy Commissioner's representative within thirty (30) calendar days of receipt of the notice from TennCare containing the total amount of damages assessed against the Contractor. If the Contractor fails to timely dispute a liquidated damages assessment as set forth herein, such failure shall constitute a bar to the Contractor seeking to have the assessment amount overturned in a forum or court of competent jurisdiction.

Liquidated damages will apply to the Contract performance or compliance failures listed below. Contractor acknowledges that the actual damages likely to result from Contract performance or compliance failures are difficult to estimate and may be difficult for the State to prove. The parties intend that the Contractor's payment of assessed liquidated damages will compensate the State for breach of the Contractor obligations under this Contract. Liquidated damages do not serve as punishment for any breach by the Contractor.

	<b>PROGRAM ISSUES</b>	<b>DAMAGE</b>
1.	Failure by the Contractor to meet the standards for privacy, security, and confidentiality of individual data as evidenced by a breach of the security per Section D. 34. and E.18 and	For any occurrence affecting less than five hundred (500) members, the damage that may be assessed shall be one thousand dollars (\$1,000.00) per affected member. For any occurrence

	Contractor's failure to timely and reasonably comply with its obligation to appropriately respond to any such breach.	affecting five hundred (500) members or more, the damage that may be assessed shall be up to one thousand dollars (\$1000) per affected member for the first five hundred (500) affected members and then ten dollars (\$10.00) per additional affected member thereafter.
2.	Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of enrollee PHI or TennCare confidential information including, but not limited to, a data use agreement, trading partner agreement, business associate agreement or qualified protective order prior to the use or disclosure of PHI to a third party. (See E.17. and Business Associate Agreement.)	For any occurrence affecting less than five hundred (500) members, the damage that may be assessed shall be one thousand dollars (\$1,000.00) per affected member. For any occurrence affecting five hundred (500) members or more, the damage that may be assessed shall be up to one thousand dollars (\$1000) per affected member for the first five hundred (500) affected members and then ten dollars (\$10.00) per additional affected member thereafter.
3.	Failure by the Contractor to seek express written approval from TennCare prior to the use or disclosure of enrollee data or TennCare confidential information in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States. (See E.12 and Business Associate Agreement.)	For any occurrence affecting less than five hundred (500) members, the damage that may be assessed shall be one thousand dollars (\$1,000.00) per affected member. For any occurrence affecting five hundred (500) members or more, the damage that may be assessed shall be up to one thousand dollars (\$1000) per affected member for the first five hundred (500) affected members and then ten dollars (\$10.00) per additional affected member thereafter.
4.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of suspected breach See E.18 and the Business Associate Agreement between the parties	For any occurrence affecting less than five hundred (500) members, the damage that may be assessed shall be one thousand dollars (\$1,000.00) per affected member. For any occurrence affecting five hundred (500) members or more, the damage that may be assessed shall be up to one thousand dollars (\$1000) per affected member for the first five hundred (500) affected members and then ten dollars (\$10.00) per additional affected member thereafter.
5.	In the event the Contractor provides authorization and reimbursement of dental services for ECF CHOICES members that exceed the amount approved for such services in a member's PCSP as required by Contract Section A.6.2.9.	The damage that may be assessed shall be five hundred dollars (\$500) per occurrence.
6.	Failure to obtain approval of member materials as required by this Contract.	The damage that may be assessed shall be five hundred dollars (\$500) per day for each calendar day that TennCare

		determines the Contractor has provided enrollee material that has not been approved by TennCare.
7.	Failure to comply with the licensure requirements of this Contract.	The damage that may be assessed shall be five thousand dollars (\$5,000) per calendar day that staff/provider/agent/subcontractor is not licensed as required by applicable state law, plus, the amount paid to the staff/provider/agent/ subcontractor during that period.
8.	Failure to comply in any way with staffing requirements described in this Contract.	The damage that may be assessed shall be two hundred and fifty dollars (\$250) per calendar day, per staffing requirement, for each day that staffing requirements are not met.
9.	Provider network includes insufficient numbers and geographical disbursement of providers in order to satisfy the requirements outlined in the Access and Availability to Care sections of this Contract.	A maximum of fifty thousand dollars (\$50,000) for each failure to meet a listed requirement, either individually or in combination on a monthly basis. The liquidated damage may be lowered to ten thousand dollars (\$10,000) if the Contractor timely provides a corrective action plan that is accepted by TennCare
10.	Failure of the Contractor to maintain an accurate listing of providers that truly reflects those who participate in a specific TennCare Dental Program.	\$500 per calendar day for each inaccurate instance in which the Contractor fails to maintain an accurate provider listing per specific dental program.
11.	TennCare-related Enrollee Appeals. Failure to confer a timely response to a request for PA in accordance with 42 CFR §438.210 and Section A.17.3 of this Contract.	TennCare may assess damages amounting to \$500 for each occurrence and for each day DBM is in default.
12.	TennCare-related Enrollee Appeals. Failure to confer a timely and content-compliant Notice of Adverse Benefit Determination in accordance with 42 CFR 438 Subpart F and sections A.17.3., A.17.5., and A.17.6 of this Contract.	TennCare may assess damages amounting to \$500 for each Enrollee Appeal for each day DBM is in default for each occurrence.
13.	Failure to provide a timely and complete response to a TennCare request for the Contractor's internal appeal file or for appeal-related documentation, such as notices issued to enrollee, dental records, PA requests and decisions.	\$500 per calendar day, per untimely or incomplete response, that Contractor is in default.
14.	Failure to confer a timely and complete response to an On Request Report (ORR) instructing Contractor to determine whether a request for SFH warrants expedited resolution.	\$500 per calendar day, per untimely or incomplete response, that Contractor is in default.
15.	Enrollee Benefit Appeals. Failure to submit a standard appeal/SFH request to TennCare within five (5) business days of receipt by Contractor.	\$500 per calendar day, per Enrollee Benefit Appeal, that Contractor is in default.

16.	Enrollee Benefit Appeals. Failure to submit an expedited appeal/SFH request to TennCare within one (1) business day of receipt by Contractor.	\$500 per calendar day, per Enrollee Benefit Appeals, that Contractor is in default.
17.	Enrollee Benefit Appeals. Failure to timely comply with a TennCare-issued directive instructing Contractor to approve (or reimburse) provision of a TennCare benefit.	\$500 per calendar day, per Enrollee Benefit Appeals, that Contractor is in default.
18.	Enrollee Benefit Appeals. Failure to timely provide Proof of Compliance in relation to a TennCare-issued directive in accordance with Section A.17.13.3.	\$500 per calendar day, per Enrollee Benefit Appeals, that Contractor is in default.
19.	Failure to maintain Provider Agreements in accordance with this Contract.	TennCare may assess \$5,000 per each occurrence of a Provider Agreement found to be non-compliant.
20.	Failure to comply with claims processing requirements described by Section A.15.1. of this Contract and the performance requirements in Section A.23.1.	The damage that may be assessed shall be ten thousand dollars (\$10,000) per month, for each month that TennCare determines that the Contractor is not in compliance with any of the requirements of Sections A.15.1. and A.23.1.
21.	Maintain an average daily abandonment rate of five percent (5%) or less for each queue on each day the Service Center is open for business excluding calls abandoned before thirty seconds as specified in Sections A.11.1. and A.15.2.6.	A maximum of five hundred dollars (\$500) per queue per day for a daily abandonment rate of 6% - 10%.  A maximum of one thousand five hundred dollars (\$1,500) per day for a daily abandonment rate over 10%.
22.	Maintain an Average Speed of Answer (ASA) per queue per day of sixty (60) seconds or less as specified in Sections A.11.1. and A.15.2.6. ASA is to be calculated from the time that a call comes into the queue from the IVR and when it is answered.	A maximum of five hundred dollars (\$500) per queue per day for an ASA of sixty-one (61) seconds up to one hundred eighty (180) seconds.  A maximum of one thousand five hundred dollars (\$1,500) per queue per operating day for an ASA of one hundred eighty-one (181) seconds or more.
23.	Maintain a daily blocked call rate of 1% or less as specified in Sections A.11.1. and A.15.2.6.	A maximum of one thousand dollars (\$1,000) for each percentage point above one percent (1%).
24.	The Contractor's shall answer one hundred percent (100%) of calls each day within three hundred (300) seconds as specified in Section A.11.1. and A.15.2.6..	A maximum of five hundred dollars (\$500) for each instance of each call answered within three hundred one (301) seconds to six hundred (600) seconds during each operating day; provided, however total liquidated damages under this section shall not exceed twenty-five thousand dollars (\$25,000) per operating day.  A maximum of one thousand dollars (\$1,000) for each instance of each call answered in six hundred one (601) seconds or more during each operating day; provided, however total liquidated damages under this section shall not

		exceed fifty thousand dollars (\$50,000) per operating day.
25.	Failure to maintain an appeal system as required by TennCare Rules, the provisions contained in the contract, and applicable provisions of 42 CFR 438 Subpart F in accordance with Section A.17 of this contract. Such failure may be evidenced by Contractor's failure to meet compliance requirements for any aspect of the appeal system.	TennCare may assess damages amounting to \$1,500 for each day DBM is in default until a TennCare-approved corrective action plan is fully implemented by the DBM.
26.	Failure to respond to a request by DCS or TennCare to provide service(s) to a child at risk of entering DCS custody as described in Section A.19.2.1. of this Contract.	The damage that may be assessed shall be the actual amount paid by DCS and/or TennCare for necessary services or one thousand dollars (\$1000) per occurrence, whichever is greater, to be deducted from monthly fixed administrative fee payments.
27.	Failure to comply with the program integrity provisions as described in Section A.21. of this Contract.	The damage that may be assessed is five hundred dollars (\$500) per calendar day, per occurrence, for each day that the Contractor does not comply with the program integrity provisions
28.	Failure by the Contractor to maintain a Dental Screening Percentage (DSP) (Refer to Attachment F) greater than or equal to 80% as required in Section A.23.2. for the TennCare Children's DBM Program only.	Liquidated Damages of up to twenty-five thousand dollars (\$25,000) may be assessed for every one percent (1%) decrease in DSP below eight percent (80%).
29.	Failure by the Contractor to maintain the PEAR for the CoverKids Program above fifty percent (>50%) on an annual basis as required by Contract Section A.23.2.	A maximum of up to one hundred thousand dollars (\$100,000) in liquidated damages may be assessed for failure to have the PEAR for the CoverKids Program above fifty percent (>50%) on an annual basis.
30.	Failure by the Contractor to maintain the PEAR for the TennCare DBM Program above fifty-eight percent (>58%) on an annual basis as required by Contract Section A.23.2.	Annual Dental Participation Ratio as calculated in Attachment E:  50% or below: \$500,000 Between 51-54%: \$200,000 Between 55% - 56%: \$125,000 Between 57-58%: \$75,000
31.	Failure by the Contractor to maintain % member utilization for the TennCare DBM Adult Dental Program above twenty percent (>20%) on an annual basis as required by the Contract in Section A.23.2.	A maximum of up to twenty-five thousand dollars (\$25,000) in liquidated damages may be assessed for failure to have the member utilization for the TennCare Adult Dental DBM Program above twenty percent (>20%) on an annual basis.
32.	Failure by the Contractor to maintain the Dental Sealant Percentage for the TennCare DBM Program at or above fifteen percent ( $\geq$ 15%) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the Dental Sealant Percentage for the TennCare Children's DBM Program at or above fifteen percent ( $\geq$ 15%) on an annual basis.

33.	Failure by the Contractor to maintain the Dental Sealant Percentage for the CoverKids DBM Program at or above fifteen percent ( $\geq 15\%$ ) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the Dental Sealant Percentage for the CoverKids DBM Program at or above fifteen percent ( $\geq 15\%$ ) on an annual basis.
34.	Failure by the Contractor to maintain the SDF Percentage for the CoverKids DBM Program at or above 1.4 percent ( $\geq 1.4\%$ ) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the SDF for the CoverKids DBM Program at or above 1.4 percent ( $\geq 1.4\%$ ) on an annual basis.
35.	Failure by the Contractor to maintain the SDF Percentage for the TennCare Children's DBM Program at or above 1.4 percent ( $\geq 1.4\%$ ) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the SDF for the TennCare Children's DBM Program at or above 1.4 percent ( $\geq 1.4\%$ ) on an annual basis.
36.	Failure by the Contractor to maintain the SDF- OR Diversion for the TennCare Children's DBM Program at or above twenty-five percent ( $\geq 25\%$ ) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the SDF-OR Diversion for the TennCare Children's DBM Program at or above twenty-five Percent ( $\geq 25\%$ ) on an annual basis.
37.	Failure by the Contractor to maintain the SDF- OR Diversion for the CoverKids DBM Program at or above twenty-five percent ( $\geq 25\%$ ) on an annual basis as required by Contract Section A.23.2.	A maximum of up to fifty thousand dollars (\$50,000) in liquidated damages may be assessed for failure to have the SDF-OR Diversion for the CoverKids DBM Program at or above twenty-five Percent ( $\geq 25\%$ ) on an annual basis.
38.	Denial of a request for services to a child at risk of entering DCS custody when the services have been reviewed and authorized by the TennCare Chief Medical Officer.	The damage that may be assessed shall be one thousand dollars (\$1000) per occurrence.
39.	Failure to comply with distribution timeframes for providing Member Handbooks, Provider Directories, and Newsletters, as required by Contract Section A.19.1.	The damage that may be assessed shall be five thousand dollars (\$5000) for each occurrence.
40.	Failure to complete or comply with Corrective Action Plans as required by TennCare in Contract A.9.	The damage that may be assessed shall be five hundred dollars (\$500) per calendar day, per occurrence, for each day the corrective action is not completed or complied with as required.
41.	Failure to completely process a clean credentialing application within thirty (30) calendar days of receipt of a completed application, including all necessary documentation and attachments, and signed Provider Agreement/contract as required by Contract Section A.12.6.	Five thousand dollars (\$5,000) per application that has not been approved and loaded into the Contractor's system or denied within (30) calendar days of receipt of a completed credentialing application and a signed Provider Agreement/contract if applicable.  One thousand (\$1,000) per application per calendar day for each day beyond

		thirty (30) calendar days that a completed credentialing application has not been processed.
42.	Failure to report provider notice of termination of participation in the Contractor's Plan as required by Contract Section A.12.4.2.	The damage that may be assessed shall be two hundred dollars (\$200) per calendar day for each day that Contractor fails to report provider notice of termination of participation.
43.	Failure to submit a Provider Enrollment File that meets TennCare's specifications as required by Contract Sections A.12.1.4. and A.18.3.2.	Five hundred dollars (\$500) per day after the due date that the Provider Enrollment File fails to meet TennCare's specifications.
44.	The level of overall customer satisfaction, as measured annually by a State approved Enrollee Satisfaction survey(s), shall be equal to or greater than eighty-five percent (85%) in the first year of the Contract, and ninety percent (90%) in all subsequent year(s) within the Contract term as required by Contract Section A.11.8.	Three thousand dollars (\$3000) per Enrollee Satisfaction survey(s), less than eighty-five percent (85%) in the first year of the Contract, and ninety percent (90%) in all subsequent year(s) within the Term.
45.	Failure to disclose Lobbying Activities as specified in Contract Section E.8.	The damage that may be assessed shall be one thousand dollars (\$1000) per calendar day that disclosure is late.
46.	Failure to comply with overpayment reporting as outlined in Contract Section A.21.5.	The damage that may be assessed shall be one thousand dollars (\$1000) per calendar day that disclosure is late.
47.	Failure to coordinate with TennCare for the timely and effective completion of the readiness review process and implementation relating to the TennCare ECF CHOICES and 1915(c) DBM Program (see Contract Section A.4.8.).	One thousand dollars (\$1,000) per readiness review deliverable (e.g., documents and demonstrations) that is not provided by the Contractor pursuant to TennCare expectations and timeframes.
48.	Failure to ensure each TennCare ECF CHOICES and 1915(c) Dental Program member receives a timely and proper evaluation prior to receiving covered services (see Contract Section A.6.2.7).	One thousand dollars (\$1,000) per member that does not receive a timely and proper evaluation
49.	Failure to ensure that only covered services are rendered to TennCare ECF CHOICES and 1915(c) Dental program members	One thousand dollar (\$1,000) per improper authorization and/or reimbursement of dental services for TennCare 1915(c) Dental Program members.
50.	Failure of the Contractor's TennCare ECF CHOICES and 1915(c) Dental Program provider network to meet Access to Care and Transport Distance requirements (see Contract Sections A.12.1.2. and A.12.1.5.) without a TennCare-approved waiver.	A maximum of one hundred thousand dollars (\$100,000) may be assessed for failure to meet each of the listed standards, either individually or in combination on a monthly basis. The liquidated damage may be lowered to fifty thousand dollars (\$50,000) in the event that the Contractor timely provides a corrective action plan that is accepted by TennCare.



51.	<p>Dental Network Access Readiness Benchmarking  <b>180 days prior to service delivery go-live</b> – 50% network access standards are met.  <b>90 days prior to service delivery go-live</b> – 75% network access standards met.  <b>30 days prior to service delivery go-live</b> – 90% network access standards met.  <b>At service delivery go-live</b> – Dental network access standards to be 100% met.  Utilizing the Provider Enrollment File.</p> <p>Definition of In-Network Provider – signed executed Provider Agreement with a fully credentialed provider to participate in the Contractor’s network as a contract provider.</p>	<p>A maximum of one hundred thousand dollars (\$100,000) may be assessed if ANY of the listed standards are not met, either individually or in combination on a monthly basis.</p> <p>The liquidated damage may be lowered to fifty thousand dollars (\$50,000) in the event the Contractor provides a corrective action plan that is accepted by TennCare.</p> <p>The liquidated damage may be waived if the Contractor provides sufficient documentation to demonstrate that the deficiency is attributable to a lack of Dental providers in the area.</p>
52.	<p>Failure of the Contractor to meet the requirement for visiting one hundred (100) provider offices on an annual basis, per Provider Specialist, as required in Contract Section A.23.1.2.</p>	<p>A maximum of up to twenty-five thousand dollars (\$25,000) in liquidated damages may be assessed for failure of a Provider Specialist to visit one hundred (100) offices on an annual basis.</p>
53.	<p>Failure of the Contractor to meet the requirement for scheduling provider requested ad hoc office visits, or TennCare directed office visits within five (5) business days of the request, as required in Contract Section A.23.1.2.</p>	<p>Five hundred dollars (\$500) per business day in liquidated damages may be assessed for failure of a Provider Specialist to schedule an ad hoc provider requested visit, or TennCare directed visit after five (5) business days.</p>
54.	<p>Failure of the Contractor to issue Preventive CAPs to 20% of PCDs who fall below the established threshold for sealant or SDF utilization, per quarter, as required in Contract Section A.23.2.2.</p>	<p>The damage that may be assessed shall be five thousand dollars (\$5,000) for each quarter the issuance of CAPs does not meet the required percentage.</p>
55.	<p>Failure to provide a timely and/or acceptable response to any On Request Report (ORR) as requested by TennCare</p>	<p>Two hundred fifty dollars (\$250) per calendar day, per untimely and/or unacceptable response, may be assessed for each day the On Request Report is late, or for each day the Contractor fails to comply with an On Request Report action as required by TennCare</p>
56.	<p>Failure to provide a timely and/or acceptable response to any Corrective Action Plan (CAP) as requested by TennCare</p>	<p>Five Hundred (\$500) per calendar day may be assessed for each day the Corrective Action Plan is late, or for each day the Contractor fails to comply with the Corrective Action Plan as required by TennCare.</p>
57.	<p>Failure of the Contractor to ensure that dental evidence submitted by providers are properly identified and labeled</p>	<p>The damage that may be assessed shall be one thousand dollars (\$1,000) per occurrence.</p>



58.	<p>Provider Information Accuracy – Provider Enrollment File</p> <p>Benchmark: Data for no more than ten percent (10%) of listed providers is incorrect for each data element</p> <p>Definition: Data for no more than ten percent (10%) of a statistically valid sample of participating providers on the most recent monthly provider enrollment is incorrect for each element as determined by TennCare.</p> <p>Frequency: Quarterly</p>	<p>Five thousand dollars (\$5,000) per quarter if data for more than ten percent (10%) but fewer than thirty-one percent (31%) of providers is incorrect for each data element.</p> <p>Twenty-five thousand (\$25,000) per quarter if data for more than thirty percent (30%) of providers is incorrect for each data element</p> <p>The twenty-five thousand dollar (\$25,000) liquidated damage may be lowered to five thousand dollars (\$5,000) in the event that the Contractor provides a corrective action plan that is accepted by TennCare, or may be waived by TennCare if the Contractor submits sufficient documentation.</p>
59.	<p>Failure to comply with required program integrity-related plans and reports as outlined in Contract Section A.21.12</p>	<p>The damage that may be assessed shall be one thousand dollars (\$1000) per calendar day that disclosure is late.</p>
60.	<p>For each day that a report or Deliverable is incorrect, incomplete, or deficient, the Contractor shall be liable to TennCare for liquidated damages per day per report or Deliverable unless specified otherwise in this Section. Liquidated damages for late reports/Deliverables shall begin on the first day the report/Deliverable is late.</p>	<p>The damage that may be assessed shall be five hundred dollars (\$500) per calendar day per report or Deliverable.</p>

**8. RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.